

REQUEST FOR COUNCIL ACTION

SUBJECT: Demolition of Fire Station 54.

SUMMARY: Approve an agreement with Diamond Tree Experts for the demolition of Fire Station 54.

FISCAL

IMPACT: Funding for this project is available through account number 42-4738031.

STAFF RECOMMENDATION:

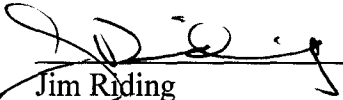
Staff recommends approval of an agreement with Diamond Tree Experts in an amount not-to-exceed \$12,602.00.

MOTION RECOMMENDED:

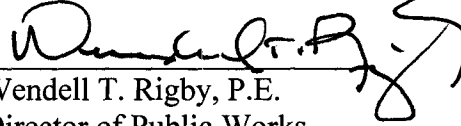
"I move to adopt Resolution No. 14-26 authorizing the Mayor to execute an agreement with Diamond Tree Experts in an amount not-to-exceed \$12,602.00.

Roll Call vote required.


Prepared by:


Jim Riding
Construction Manager

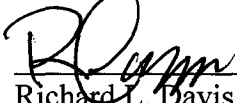
Reviewed by:


Wendell T. Rigby, P.E.
Director of Public Works

Reviewed as to Legal Sufficiency:


Jeffery Robinson
City Attorney

Recommended by:


Richard L. Davis
City Manager

BACKGROUND DISCUSSION:

City Council has previously approved the demolition and re-construction of Fire Station 54. Think Architecture has been awarded the contract for design of the new fire station and Hogan Construction has been awarded the contract to act as the Construction Manager/General Contractor for the project. This Request for Council Action is to award the contract to Diamond Tree Experts for the demolition of the existing Fire Station. Following the advertisement, 11 contractors submitted bids for demolition with Diamond Tree Experts being the lowest responsive and responsible bidder. The bid tally is attached.

The bid was advertised in Intermountain Contractor and the classified ads of local newspapers three weeks prior to the bid opening on Tuesday, February 4, 2014. Plans and specifications became available to contractors from the West Jordan City Purchasing Division January 13, 2014. Eleven companies submitted bids, with Diamond Tree Experts being the lowest responsible bidder, see attached bid results. The bidding documents were reviewed and evaluated to ensure Diamond Tree Experts met the bidding requirements

Attachments:

Bid Tabulation
Agreement
Resolution

BID / QUOTE TABULATION FORM:

Bid Name Fire station 54 Demolition

Project #

Bid/Quote Date: 2/4/2014 2:00 PM

Requesting Department: CPG

CONTRACTOR NAME:	Bid Bond	Addendum #1	Total Base Bid
1 Kent Brothers Construction, Inc.	X	X	\$27,903.00
2 Grant Mackay Co.	X	X	\$28,399.73
3 Conexco	X	X	\$23,900.00
4 Bland Tree Experts	X	X	\$15,900.00
5 Dynamite Demolition	X	X	\$19,100.00
6 Diamond Tree Experts	X	X	\$12,602.00
7 Impact Contractors, Inc.	X	X	\$14,900.00
8 BD Jones	X	Per Addum	\$20,612.00
9 A-Core Concrete Cutting, Inc.	X	X	\$32,680.00
10 ***Nelson Demolition	X	X	\$15,253.00
11 MKP Enterprises	Check	X	\$16,500.00

***Not on our form

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 14-26

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE
CITY AND DIAMOND TREE EXPERTS**

Whereas, the City Council of the City of West Jordan has received proposals for the Demolition of Fire Station 54 with the low, responsible bid being from Diamond Tree Experts in the amount of \$12,602.00; and

Whereas, the City Council desires to award the contract to Diamond Tree Experts which award shall not be binding upon the City of West Jordan unless and until the contract is fully executed by the parties; and

Whereas, the proposed contract between the City of West Jordan and Diamond Tree Experts (a copy of which is attached as **Exhibit A**) for the Demolition of Fire Station 54 has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached contract with Diamond Tree Experts for the Demolition of Fire Station 54 is acceptable for an amount not to exceed \$12,602.00.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

- Section 1. The agreement for the Demolition of Fire Station 54 is hereby awarded to Diamond Tree Experts which award shall not be binding upon the City of West Jordan until the contract is fully executed by the parties.
- Section 2. After approval as to legal form by the City Attorney, the Mayor is hereby authorized to execute the Agreement between the City of West Jordan and Diamond Tree Experts in an amount not to exceed \$12,602.00.
- Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 12th day of February 2014.

Kim V. Rolfe
Mayor

ATTEST:

MELANIE S. BRIGGS
City Recorder

Voting by the City Council	"AYE"	"NAY"
Jeff Haaga	_____	_____
Judy Hansen	_____	_____
Chris McConnehey	_____	_____
Chad Nichols	_____	_____
Ben Southworth	_____	_____
Justin D. Stoker	_____	_____
Mayor Kim V. Rolfe	_____	_____

CITY OF WEST JORDAN CONTRACT

1. **CONTRACTING PARTIES:** This contract is between the City of West Jordan, a municipality and political subdivision of the State of Utah and the following CONTRACTOR:

Name and Address of Contractor

Diamond Tree Experts
3645 South 500 West
Salt Lake City, UT 84115

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☐ For-Profit Corporation
☐ Partnership
☐ Government Agency
☐ Limited Liability Company

Federal Tax ID# _____

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide demolition services for the demolition of Fire Station 54 located at 9351 South 5595 West.
3. **PROCUREMENT:** This contract is entered into as a result of the Invitation for Bids which was submitted to the City on 00/00/05 by the contractor.
4. **CONTRACT PERIOD: Effective date:** 02/12/2014 **Termination date:** 03/31/14, unless terminated early or extended in accordance with the terms and conditions of this contract.
5. **CONTRACT COSTS:** CONTRACTOR will be paid a maximum of **\$12,602.00** for costs authorized by this contract.
6. **INSURANCE:** The contractor shall maintain not less than: (a) \$1,000,000.00 automobile insurance, (b) \$1,000,000.00 general liability insurance with \$3,000,000.00 general aggregate, and (c) worker's compensation as required by state statute, during the duration of this contract.
7. **ATTACHMENT A:** Standard Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: Insurance Certificate – Naming the City, its officers, employees, and volunteers as additional insured with respect to liability.
ATTACHMENT D: Payment Bond
ATTACHMENT E: Performance Bond
ATTACHMENT F: Workers Compensation Certificate

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

8. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - City of West Jordan's Procurement Policies, and the Invitation for Bids (IFB) which was submitted to the City on 02/04/2014 by the contractor.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

CITY OF WEST JORDAN

Contractor's signature

Mayor's signature

Type or Print Name and Title

Attest:

Approved As To Form:

City Recorder

City Attorney

Date: _____

Date: _____

Date: _____

Corporate Acknowledgment

STATE OF _____)
:SS
COUNTY OF _____)

On this ____ day of _____, 20____, personally appeared before me, _____, who
being by me duly sworn did say that he/she is the _____ of _____
_____, a corporation, and that the foregoing instrument was signed in behalf of said corporation
by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

My Commission Expires:

Residing in _____ County, _____

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this Contract are pursuant to the authority set forth in the West Jordan Municipal Code Section 2-7-301 et seq. Mandatory applicable state and federal law and regulations also apply.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this Contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake County.
3. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later.
4. **AUDIT OF RECORDS:** The CONTRACTOR agrees to allow City, State, and Federal auditors, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the City of West Jordan, unless disclosure has been made in accordance with City ordinances and policies. Further, contractor certifies that it has not offered or given any gift or compensation prohibited by local, state, or federal law, to any officer or employee of the City of West Jordan to secure favorable treatment with respect to being awarded this Contract.
6. **INSURANCE:** The contractor shall maintain not less than: (a) \$2,000,000.00 automobile insurance, (b) \$2,000,000.00 general liability insurance with \$3,000,000.00 general aggregate, and (c) worker's compensation as required by state statute, during the duration of this contract.
7. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind the City of West Jordan to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the City, except as expressly set forth herein. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the CITY for these contract services. Persons employed by the CITY and acting under the direction of the CITY shall not be deemed to be employees or agents of the CONTRACTOR.
8. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the CITY OF WEST JORDAN, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the City's sole negligence.
9. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place.
10. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
11. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
12. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the City.
13. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 30 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
14. **SALES TAX EXEMPTION:** The City of West Jordan's sales and use tax exemption number is E39555. The tangible personal property or services being purchased are being paid from City funds and used in the exercise of the City's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of the City.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products or services that it licenses, contracts, or sells to the City of West Jordan under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product or services will do what the salesperson said it would do, (2) the product or services will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product or services will be suitable for the ordinary purposes for which such product is used, (4) the product or services will be suitable for any special purposes that the City of West Jordan has relied on the contractor's skill or judgment to consider when it advised the City about the product or services, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the City has not been warned. Remedies available to the City of West Jordan include the following: The contractor will repair or replace (at no charge to the City) the product or services whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product or services proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the City of West Jordan may otherwise have under this contract or provided under the Uniform Commercial Code of the State of Utah.

ATTACHMENT B: SCOPE OF WORK

INVITATION FOR BIDS

RETURN BIDS TO:

CITY OF WEST JORDAN
City Recorder's Office
8000 South Redwood Road
West Jordan, Utah 84088

BID NO.:

DUE DATE: 01/30/14
1:30 pm sharp

DEMOLITION SERVICES

Please Complete:

Company Name: Diamond Tree Experts Contact Person: Dustin Woods
Phone Number: 801-699-8859 Fax Number: 801-262-1749
Address (orders): 3645 So. 500 W. City: SLC State: UT Zip: 84115
Remit Address: _____ City: _____ State: _____ Zip: _____
Email Address: Dustin@DiamondTreeExperts.com Fed Tax ID #: 87-0306599

GENERAL INFORMATION:

The City of West Jordan, Utah is seeking bids from licensed and insured companies with expertise in demolition services for the demolition of Fire Station 54 located at 9351 South 5595 West, West Jordan, Utah.

The contractor needs to furnish all equipment, labor, materials, and appurtenances for the project.

Sealed bids will be received by the City of West Jordan, City Recorder's Office, 8000 South Redwood Road, West Jordan, Utah 84088 until **01/30/14 at 1:30 P.M.** at which time they shall be publicly opened and read aloud.

Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and will not be opened. Facsimile transmitted bids will not be considered.

A pre-bid site meeting will be held 01/21/14, at 10:00 A.M. at the demolition site, 9351 South 5595 West, West Jordan, Utah.

Questions regarding the project can be directed to Jim Riding, Construction Manager, at (801) 569-5096, jimr@wjordan.com however, only written clarifications and addenda issued by the Division of Purchasing will be binding for bid evaluation and award.

It is the intention of the City to issue a contract to the successful bidder, with reasonable promptness; however, the City does not guarantee to make any purchase based upon this IFB.

NOTE:

- A 5% Bid Bond is required to be submitted with returned bid.
- A 100% payment and performance bond will be required from the awarded bidder.
- Contractor must be licensed with the State of Utah.
- The selected contractor shall at all times maintain a current workers compensation insurance policy for all employees of contractor in accordance with State of Utah statute.
- The selected contractor shall at all times maintain a general liability insurance policy in the amount of \$1,000,000 dollars (minimum) per occurrence for bodily injury, personal injury, and property damage.
- The selected contractor shall at all times maintain a general automotive insurance policy in the amount of \$1,000,000 dollars (minimum) per occurrence for bodily injury, personal injury, and property damage.
- The selected contractor's insurance shall at all times name the City, its officers, employees, and volunteers as additional insured with respect to liability arising from any contract that results from this bid.
- A Hazardous Material Consultant inspected the building, and a report was prepared (See attached)

SCOPE OF SERVICES:

1. Prior to demolition, Contractor to obtain approval letter from the State Division of Air Quality. Contractor shall obtain a no fee demolition permit from the City Building and Safety Department. The Contractor is responsible to disconnect and remove from the structure all Water/ Sewer, Electrical, and Gas accordingly. The Contractor shall be responsible for coordinating with the service providers and performing all necessary work to properly disconnect utility services. Sewer laterals and water lines serving the existing structure shall be capped with an approved plumbing device at the entrance to the property. All utilities shall be staked or marked where they are terminated.
2. Contractor shall be responsible for the removal of the asbestos identified in the pre-demolition asbestos removal report, using a certified asbestos removal contractor.
3. The Contractor shall be responsible for demolition of structure and disposal of all debris, material, and equipment in a permitted landfill and in accordance with applicable local, state and federal laws. All raised curbing, structural supports, storage/separation tanks, block/brick or concrete foundation walls, retaining or support walls that extend or protrude below grade shall be removed at the time of demolition per demolition plan from Perigee Engineering.
4. All asphalt around building to remain per Perigee Engineering drawing.
5. **Exceptions:** any water department structure, water culvert, fire hydrant, and storm drain pipes are not to be removed or damaged during demolition.
6. Existing grass, weeds and overgrowth shall be removed from the property and be graded for new building construction.
7. All streets and sidewalks shall be protected during construction and swept clean during and after completion of the project.
8. Contractor shall have a qualified supervisor on site that can speak and write English, for complete understanding of what is needed by owner during demolition.
9. Contractor is responsible for obtaining all permits associated with this work.
10. Contractor shall visit site for correctness of bidding. If the contractor does not visit site and misjudges size of work, cost of completion will be at contractor's expense.
11. All streetlights (adjacent to the structure to be demolished) are to be preserved.
12. Contractor shall keep material wet during all phases of work, such as razing of structures, sorting of material and loading of trucks to minimize dust.
13. All trucks must have load covered prior to leaving the site to meet UDOT requirements for load containment.
14. All work is to be completed within (38) calendar days after the Notice to Proceed is issued by the City of West Jordan.
15. The contractor shall maintain security of the site throughout the contract, until the work is completed.

BID PRICING:

Total Bid Price: \$ 12,602.00

Bidder's Name:

Dustin J Woods

Bidder's Title:

Estimator

Signature:

Dustin J Woods

Date:

2-4-14

Addendum #1

Project: Fire Station 54 Demolition / Project No. GN14-2
Address: 9351 S. Hawley Park Rd. (5595 West), West Jordan, UT
Date: Thursday, January 30, 2014
From: Jim Riding
Of: West Jordan City
Phone Number: 801-569-5096
Address: 8000 S. Redwood Rd., West Jordan, UT 84088

To: All Contractors bidding the project
Subject: Addendum #1

Item 1. The bid date has been moved to Tuesday February 4, 2014 at 2:00 p.m. at the same location as advertised.

Item 2. The generator on the site will be included in the demolition and become the property of the demolition contractor.

Item 3. The General Contractor for the construction of the new fire station has requested that the demolition contractor cut approximately 4' around the existing building, enough to remove the building to include the footings and foundation walls. All other concrete, asphalt and turf will remain in place.

Item 4. The existing grease trap on the south side of the building will be emptied and removed by the demolition contractor.

Item 5. The City has requested all utilities be disconnected, to include City utilities, Rocky Mountain Power and Questar Gas.

Item 6. The existing trash enclosure and generator enclosure are to be removed with the building.

End of Addendum #1

Dustin Woods
Diamond Tree Expert

2/4/14



Western Surety Company

BID BOND
(Percentage)

Bond Number: 71504681

KNOW ALL PERSONS BY THESE PRESENTS, That we Diamond Tree Experts
_____ of
3645 S. 500 W., Salt Lake City, UT 84115, hereinafter
referred to as the Principal, and Western Surety Company
as Surety, are held and firmly bound unto City of West Jordan
of 8000 S. Redwood Rd., West Jordan, UT 84084
hereinafter referred to as the Oblige, in the sum of Five (5 %) percent of the greatest
amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Oblige on a contract for _____
West Jordan Fire Station #54

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or
contract documents with surety acceptable to Oblige; or if Principal shall fail to do so, pay to Oblige the
damages which Oblige may suffer by reason of such failure not exceeding the penalty of this bond, then this
obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 30th day of January, 2014

Diamond Tree Experts
(Principal)

By [Signature] (Seal)

Western Surety Company
(Surety)

By [Signature] (Seal)
Jamie D. Nielsen Attorney-in-Fact

STATE OF Utah }
COUNTY OF Utah } ss

ACKNOWLEDGMENT OF SURETY
(Attorney-in-Fact)

Bond No. 71504631

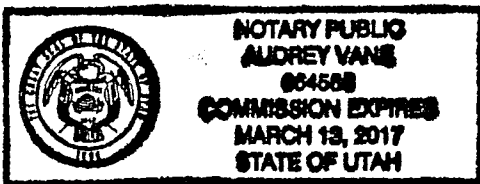
On this 28 day of JANUARY, 2014, before me, a notary public in and for said County, personally appeared Jamie D. Nielsen to me personally known and being by me duly sworn, did say, that he/she is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said Jamie D. Nielsen acknowledges said instrument to be the free act and deed of said corporation and that he/she has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Pleasant Grove, Utah, the day and year last above written.

My commission expires
MARCH 13, 2017

Audrey Vane
Notary Public

Form 106-9-2013



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71504681

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Jamie D. Nielsen

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Diamond Tree Experts

Obligee: City of West Jordan

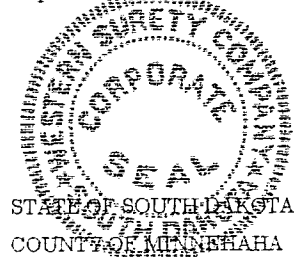
Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of April 30, 2014, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 30th day of January, 2014.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA } ss
COUNTY OF MINNEHAHA }

On this 30th day of January, in the year 2014, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires August 11, 2016

S. Petrik
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 30th day of January, 2014.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

ATTACHMENT C: INSURANCE CERTIFICATE